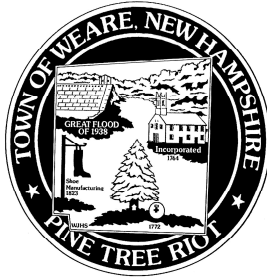


**TOWN OF WEARE, N.H.**  
**General Municipal Properties**  
**Lawn Care Contract Specifications**  
**2015-2016**



No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the written consent of the Town. All bidders shall provide three (3) letters of reference.

1. Scope of Work: This is a general lawn care and property maintenance contract for thirteen (13) municipal properties listed below and located throughout the Town of Weare. The following municipal properties require two different levels of lawn care and maintenance in accord with the specification set forth below:

- A. Spring **AND** Fall Cleanup and Maintenance: The following municipal properties will receive a spring **and** fall cleanup:

1. Town Hall
2. Stone Memorial Building
3. Gazebo/Center Park (make sure clippings do not end up in mulch)
4. Town Office Building area including parking area and perimeter outside fence at Sugar n Spice
5. Safety Complex (Police/Fire Departments)
6. Chase Park (at Lake Horace)
7. Tennis court including perimeter around court (slope and in back) and rear of Tramp House to parking lot
8. Clinton Grove Academy
9. Clinton Grove Island (Flanders Memorial/Hodgdon Intersection)
10. Thorndike/Reservoir Intersection (triangle island)
11. Skateboard Park . fence area

- B. Spring Cleanup Only:

1. Ineson Field on Quaker Street
2. Purington Field (on Salmen Road)
3. Bolton Fields in South Weare (620 South Stark Highway)

Aerating needs is to be done on all fields by November 15<sup>th</sup>

- C. Regular Lawn Care and Maintenance

The following municipal property shall receive spring and fall cleanup and one regular mowing only between the dates of July 15<sup>th</sup> and Aug 15<sup>th</sup> of each year.

1. Solid Waste Facility-closed landfill

The following thirteen municipal properties will receive regular lawn care and maintenance:

1. Town Hall
2. Stone Memorial Building
3. Gazebo/Center Park (make sure clippings do not end up in mulch)
4. Town Office Building area including parking area and perimeter outside fence at Sugar n Spice
5. Safety Complex (Police/Fire Departments)
6. Chase Park (at Lake Horace)
7. Tennis court including perimeter around court (slope and in back) and rear of Tramp House to parking lot
8. Clinton Grove Academy
9. Quaker Street Athletic Field (Ineson Field)
10. Purington Field (on Salmen Road)
11. Bolton Fields in South Weare (620 So. Stark Hwy)
12. Clinton Grove Island (Flanders Memorial/Hodgdon Intersection)
13. Thorndike/Reservoir Intersection (triangle island)

- D. Additional work: Additional work may be available during the maintenance season on an as needed basis. The Contractor shall have first option on this work and the cost of performing this work shall be agreed to in writing prior to work being commenced.
- E. Fertilizer Program: A four (4) step fertilizer program is to be implemented each year and performed at the following locations: Quaker Field Athletic Field (Ineson); Purington Field (on Salmen Road); Bolton Memorial Park (all 3 fields); and Gazebo Area.

2. Definitions that apply to these specifications

- A. Spring, Fall and Cleanup and Maintenance: Spring cleanup will provide for the removal of leaves, stones, branches, damage from winter plowing and any other material not consistent with good lawn care and shall include the property interior to the stonewalls and fences and exterior along stonewalls and fences and along roadways. Spring cleanup shall also include removal and disposal of all trash, de-thatch and removal of thatch, maintaining a minimum distance of five feet cleared of all brush, vines, etc., from the edges of all ball fields. Spring cleanup for all municipal properties, except the ball fields, shall be completed prior to Memorial Day. Spring cleanup for the ball fields shall be completed ASAP after snow melt. Fall cleanup for all municipal properties shall be completed no later than November 14<sup>th</sup> of each year, and started no sooner than October 17<sup>th</sup> of each year.

Fall cleanup shall consist of the removal of leaves, stones, branches, and any other material not consistent with good lawn care.

- B. Regular mowing: ~~%Regular mowing~~ shall be the reduction of the grass height to 2½ to 3 inches. Regular mowing shall occur with a frequency so that the height of the grass does not exceed 4 inches. Mowing shall encompass the entire property as well as any sections between and along the fence and the road outside the yard. Grass under the bleachers, around the fences, dugouts, concession stands, guard rails, and any other building/monument must be maintained. All mowing in a particular Municipal Property must be done completely once started. If not completed that same day, it must be finished the

following day, weather permitting. Bagging may be necessary in some instances so that there is no lawn debris left on the playing fields/lawns.

walls C. Brush and hedge maintenance: Brush, bushes and hedges growing next to

and fences, shall be cut and/or trimmed in accord with best landscaping practices. Suckers or shoots from the base of established trees shall be neatly cut back and not be broken off.

D. Removal of debris: Any and all lawn care and maintenance debris shall be removed from the site of the maintenance and disposed of properly at a location such as the Weare Transfer Station. Such site shall be approved of ahead of time with the Town and disposal site manager.

3. Contract Term: The term of this contract shall be from April 1, 2015 until and concluding November 30, 2016.

4. Schedule of Payment: Contractor shall receive monthly payments between April and November.

5. General Maintenance Obligation: All areas will be kept free of fallen limbs, trash or other materials inconsistent with the area being maintained. This obligation shall also include along the outside of the municipal properties.

6. Use and Maintenance of Tools: All hand tools and equipment employed shall be maintained and operated in a safe condition as provided for by the manufacturer and as required by good safety practices and as specified by state and federal requirements. It is understood that the Town shall not be responsible for supplying any hand tools or equipment for the performance of this Contract.

7. Insurance: Contractor shall be insured with personal and liability coverage according to the following minimum schedule and limits, and workers compensation as required by the laws of the State of New Hampshire. A Certificate of Insurance, naming the Town of Weare as an additional Insured, shall be filed with the Selectmen's Office demonstrating insurance coverage meeting the minimum requirements described below for at least the period of time covered under the contract.

A. Workers' Compensation Insurance: With respect to all operations, the Contractor performs and all those performed for him by subcontractors, worker's compensation insurance shall be in force, per NH State law.

B. General Liability Insurance: Contractor shall maintain a policy of general liability, comprehensive form also containing broad form property damage and coverage for independent contractors and products and completed operations, with general liability limits \$2,000,000 aggregate, \$1,000,000 per occurrence.

C. Vehicle Liability Contractor shall maintain a policy of comprehensive liability coverage for owned, hired and non-owned vehicles. The combined limits of coverage shall not be less than \$1,000,000.

8. Indemnity: The Contractor shall be responsible for all property damage, accidents, injury, death, and other liabilities that in any way relate to the performance of this Contract. The Contractor agrees to indemnify and hold the Town harmless for all damages, costs and attorney's fees. This duty of indemnification shall include the right of the Town to select its legal counsel.
9. Right to Terminate: The Town reserves the right to terminate this contract in the event it determines that the Contractor has failed to satisfactorily perform in the Contract. Whether the Contractor is granted the right to cure unsatisfactory performance rests solely with the Board of Selectmen. The sole right and benefit extended to the Contractor upon termination of the contract shall be the right to cover payment for work already performed in accord with the terms of the Contract.
10. Subcontractors and Assignment: The Contractor may engage the services of subcontractors in the performance of this Contract, but may only do such on prior notice and approval by the Board of Selectmen. The Contractor shall remain liable to the Town for the performance of this contract. The contract may not be assigned without prior permission from the Board of Selectmen.